

# **EXHIBIT A**

## AMERICAN ARBITRATION ASSOCIATION ONLINE FILING ACKNOWLEDGEMENT

This confirmation serves as the Demand for Arbitration or Request for Mediation for this filing.

To institute proceedings, please send a copy of this form and the parties' dispute resolution agreement to the opposing party.

Case # : 01-14-0001-7650

This will acknowledge receipt of a request for dispute resolution services for the claim and parties detailed below.

This claim has been filed for

This matter has been filed in accordance with

The fee paid at the time of filing was

This request was received by the AAA on

Arbitration

Commercial Arbitration Rules

\$1,000.00

07-Jan-2015

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### Claim Description

Respondents Gotta Have It! Auctions, Inc. and Gotta Have Rock and Roll.com LLC (together "GHI") are in the business of taking consignment of rock and roll memorabilia and offering such items for sale at auction for a fee. Respondent Kosinski is the principal of GHI and interacted with, and made misrepresentations to, the complainant, Mr. Slingluff, with respect to his consignment of certain items to GHI.

In 2009, Mr. Slingluff entered into a consignment agreement with GHI (the "Consignment Agreement") pursuant to which Mr. Slingluff consigned two items to the respondents for sale at an auction to take place in or about March 2010 (the "Auction"). Specifically, Mr. Slingluff consigned (a) Michael Jackson autographed and handwritten lyrics to the song Billy Jean and (b) a Michael Jackson promotional poster containing the handwritten lyrics to the song We Are the World (together the "Consigned Items").

Pursuant to the Consignment Agreement, the respondents were authorized to sell the Consigned Items solely at the Auction and the respondents expressly represented that the items would be offered for sale only at the Auction and would be returned to Mr. Slingluff if they were not successfully sold. After the scheduled Auction, the respondents informed Mr. Slingluff that they had sold the Consigned Items and remitted \$40,500.00. However, despite Kosinski's representations, the respondents did not sell the Consigned Items at the Auction. Rather, in breach of the Consignment Agreement and their representations, respondents retained the Consigned Items for themselves or conveyed them to, on information and belief, a related party. Respondents did not disclose and, despite demand, have refused to disclose the disposition of the Consigned Items, or provide any sort of bill of sale or other record.

The Consigned Items thereafter appeared at another

auction where they fetched a sale price of \$312,000.00.

Respondents retained the Consigned Items or conveyed them to a related party and deceived Mr. Slingluff so that they could obtain the actual value of the Consigned Items for themselves or engaged in such neglect of their contractual and fiduciary obligations so as to cause Mr. Slingluff harm. Respondents breached the Consignment Agreement by failing to return the Consigned Items and by conveying them without authorization, and contrary to their representations, outside of the Auction, breached their fiduciary duties, failed to account to Mr. Slingluff for the details of the "sale," and engaged in fraud as described herein. Respondents' breaches and other wrongdoing have caused Mr. Slingluff harm in the amount of at least \$271,700, plus pre-judgment interest, costs and attorneys' fees as provided by statute and by the parties' Consignment Agreement.

Claim Amount	\$271,700.00
Do you have a Non-monetary aspect to your claim?	N
Additional Damages	

Amount

Attorney fees  
Other

**Fee Schedule Option  
ADR Agreement**

Flexible  
"Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association...The arbitration will be conducted in the City of New York, Borough of Manhattan, State of New York..."

**Parties and Representatives**

**Party 1**

Category	Individual
Name	Peter Slingluff
Company Name	
Address	2 Appian Way Allston, MA 02134
Phone	
Fax	
Email	
The Party is the	Individual

**Representative 1**

Name	Nicholas J. Rosenberg
Firm Name	Gardner & Rosenberg P.C.
Address	33 Mount Vernon Street Boston, MA 02108
Phone	
Fax	
Email	nick@gardnerrosenberg.com

**Party 2**

Category	Other
Name	Edward Kosinski
Company Name	Gotta Have It! Auctions, Inc.
Address	153 East 57th Street New York, NY 10022
Phone	
Fax	
Email	
The Party is the	Company

**Representative 2**

Name	Edward Kosinski
Firm Name	Gotta Have It! Auctions, Inc.
Address	153 East 57th Street New York, NY 10022
Phone	
Fax	
Email	

**Party 3**

Category	Other
Name	Edward Kosinski
Company Name	Gotta Have Rock and Roll.com
Address	153 East 57th Street New York, NY 10022
Phone	
Fax	
Email	
The Party is the	Company

**Representative 3**

Name	Edward Kosinski
Firm Name	Gotta Have Rock and Roll.com
Address	153 East 57th Street New York, NY 10022
Phone	
Fax	
Email	

**Party 4**

Category	Other
Name	Edward Kosinski
Company Name	
Address	153 East 57th Street New York, NY 10022
Phone	
Fax	
Email	
The Party is the	Individual

**Representative 4**

Name Edward Kosinski  
Firm Name  
Address 153 East 57th Street  
New York, NY 10022  
Phone  
Fax  
Email

**Party 5**

Category Other  
Name Edward Kosinski  
Company Name Gotta Have It! Collectibles, Inc.  
Address 153 East 57th Street  
New York, NY 10022  
Phone  
Fax  
Email  
The Party is the Company

**Representative 5**

Name Edward Kosinski  
Firm Name Gotta Have It! Collectibles, Inc.  
Address 153 East 57th Street  
New York, NY 10022  
Phone  
Fax  
Email